

SERIAL 03043 -C

MODULAR PANEL SYSTEMS (CLONE TYPE)

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MODULAR PANEL SYSTEMS (CLONE TYPE)**
(NIGP CODE 42554, 42555, 42594)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **SEPTEMBER 24, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/jmk
Attach

Copy to: Clerk of the Board
Steve Varscsak, Facilities Management Department
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **MODULAR PANEL SYSTEMS (CLONE TYPE) (NIGP CODE 42554, 42555, 42594)**

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a listing of qualified suppliers for the purchase of clone-type panel systems furniture. Clone-type to be defined as new panel systems furniture, replicated from OEM major brand system furniture manufacturers, wherein the patent has expired.

Please note: Maricopa County has a large inventory of Herman-Miller brand panel systems furniture, more specifically AO2. It is in the County's best interest to match the existing product line should County departments elect to purchase additional product as clone-type. It is understood color and fabric variations may vary from existing systems furniture. However, if matching to existing product is not a County agency requirement, OTHER BRAND CLONE-TYPES MAY BE CONSIDERED.

Multiple awards (**listing of qualified suppliers**) will be established. At the time a requirement is identified, a **request for quotation (RFQ)** will be issued to each qualified supplier. Award(s) will be made to the supplier meeting specification and offering the lowest price, and delivery schedule (See specifics in §2.4.6).

MARICOPA COUNTY RESERVES THE RIGHT TO ADD SUPPLIERS TO THIS AGREEMENT OVER ITS TERM TO ENSURE ADEQUATE COMPETITION. ANY SUPPLIERS SUBSEQUENTLY ADDED SHALL COMPLY FULLY WITH THE PROVISIONS OF THIS AGREEMENT.

Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

SUPPLIERS SHALL COMPLY FULLY WITH ALL CONDITIONS OF THIS SOLICITATION, FOR INCLUSION ON THE LISTING OF QUALIFIED SUPPLIERS. INTERESTED FIRMS SHOULD UNDERSTAND THAT NO PRICING IS REQUESTED WITH YOUR REPLY TO THIS REQUEST FOR SOLICITATION. AT THE TIME A REQUIREMENT IS IDENTIFIED, A REQUEST FOR QUOTATION WILL BE PROVIDED TO ALL SUPPLIERS LISTED ON THE LISTING OF QUALIFIED SUPPLIERS. PARTICIPANTS SHOULD UNDERSTAND THAT SECTION 2.0 TECHNICAL SPECIFICATIONS, SECTION 3.0 SPECIAL TERMS & CONDITIONS, SECTION 4.0 CONTRACT TERMS & CONDITIONS, AND SECTION 5.0 ADMINISTRATIVE INFORMATION ARE APPLICABLE TO THIS SOLICITATION AND THAT ALL REQUESTS FOR QUOTATION (RFQ) (FROM QUALIFIED SUPPLIER LISTING) AND ALL VENDOR RESPONSES TO THOSE REQUESTS FOR QUOTATION ARE SUBJECT TO THE SAME PROVISIONS.

QUALIFYING VENDORS MUST SUPPLY THE FOLLOWING INFORMATION ON COMPANY LETTERHEAD:

VENDORS MUST BE IN THE MODULAR SYSTEMS FURNITURE SALES BUSINESS (EITHER SELLING NEW OEM OR NEW CLONE TYPE) A MINIMUM OF THREE (3) CONSECUTIVE YEARS.

VENDOR SHALL BE AN AUTHORIZED DEALER OF THE PRODUCT / MANUFACTURER THAT IS BEING BID. PRODUCT / MANUFACTURER MUST BE STATED IN YOUR LETTER AND ON ATTACHMENT A/THE PRICING PAGE.

**RESPONDANT MUST CLEARLY STATE THAT THEY HAVE THE NECESSARY
INSALLATION CAPABILITES FOR PRODUCT THEY BID.**

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 This qualifying contract is established for the Facilities Management Department (FMD) of Maricopa County.

Note: Other County departments may use this contract for product purchases. Facilities Management is not responsible for contract administration for commodity purchases requested by other County agencies.

- 2.2 All work shall be authorized by FMD to ensure that applicable guidelines and standards are in compliance (i.e., ADA, exiting, County space standards, electrical work station requirements, etc.). Vendors are **encouraged** to notify FMD should a County agency request product and not include FMD. There are some County agencies that are not required to purchase product without FMD involvement. Contact Facilities Management.

2.3 PRICING:

No pricing is required at this time. As stated herein vendors may be added or deleted as required. Pricing shall be requested at time of the specific need (See §2.4 and 2.14).

2.4 REQUEST FOR QUOTATION PROCEDURE:

- 2.4.1 Each of the Vendors assigned to this contract shall be provided a written request for quotation containing detailed specifications as to what type of panel systems furniture configurations are needed, color choices, quantities, and other pertinent information. The County will provide CAD drawings in basic format as to configuration and size. The vendors may be required to provide their own design/installation drawings based on the specific brand of clone-type they sell. The cost of this shall be incorporated into the panel systems furniture project cost. As an option, the County may schedule a site meeting wherein all vendors under this contract shall meet and discuss what is needed.

- 2.4.2 Each Vendor who has been sent a RFQ form **MUST** submit a response. They may elect to decline the RFQ or accept it (See §2.4.3).

- 2.4.3 Vendors may submit their own quotation sheets **PROVIDING** the Vendor's quote sheet has no provisions for terms and conditions and no provisions for a signature from the County. If the Vendor's quote sheet contains any of the aforementioned, the sheet will be returned as non-responsive. All terms and conditions are only those established under this agreement.

There shall be a check box in the County's RFQ form for the vendor to either accept or decline the project quote.

- 2.4.4 The response must detail exactly what is ordered, quantities, color, fabric types, etc. with attached mock-up drawings.

- 2.4.5 Consistent decline of Request For Quote requests by a vendor or consistent non-compliance regarding equipment or *delivery times* shall cause the County to review the file and a determination made for default of contract, and removal from the vendor list.

2.4.6 AWARD:

Award will be based on the following criteria:

2.4.6.1 Compliance with panel systems furniture configuration specifications as requested by the County agency.

2.4.6.2 Delivery.

2.4.6.3 Match to existing (if applicable and required).

2.4.6.4 Price.

2.4.7 Invoicing to be submitted AFTER delivery, acceptance, and installation. Payment shall be either with a purchase order document or a purchase card (if vendor accepts such).

2.5 **FREIGHT AND DELIVERY FEES :**

2.5.1 The price of all clone-type panel systems furniture products shall include all freight, delivery, and handling charges/fees. Delivery shall be to the designated site address of the order and shall also include unloading and placement within the facility designated.

2.5.2 All product pricing shall be F.O.B. **DESTINATION**, Freight Prepaid, to all Maricopa County sites. The Vendor shall retain title and control of all panel systems furniture until delivered, installed and accepted, at which time the individual County agency shall accept the product as specified on their issued purchase order. All risk of transportation and all related charges shall be the responsibility of the Vendor. The Vendor shall file all claims for visible or concealed damage with their shipper. The County will notify the Vendor promptly of any damage and shall assist the Vendor in arranging for inspection of goods.

2.5.3 The successful Vendor shall be required to provide an installation or delivery schedule after the order has been placed.

2.6 **INSTALLATION:**

Installation cost shall be a percent of the total project price as quoted in the RFQ and a separate line item in the quote. Installation shall include on-site set-up of all materials required for a complete installation less installation of final electrical, telecommunications, and data lines.

2.7 **WARRANTY:**

2.7.1 The Vendor shall warrant the work performed and the product sold under the contract to be free from operational defects of the product and sold by the Vendor, its Sub Contractors and Suppliers during the Warranty period. The Warranty period shall begin on the date of *acceptance* by the County, and shall be in effect at a minimum for five (5) consecutive years thereafter. If longer warranties are available, the Vendor must provide such documentation to the County when placing quotes for products. Vendor must warrant that qualified personnel in accordance with manufacturers' instructions shall perform services (i.e., repairs, installation, etc.) in a workmanlike manner.

During the Warranty period, Vendor shall, without additional cost to the County, correct all such defects of workmanship and the performance of the product. Any correction to any product or workmanship shall not negate nor change the full life of the Warranty. The Vendor shall correct all defects in workmanship in a timely manner without delay.

- 2.7.2 The Vendor shall repair or replace all missing, damaged, or unacceptable items in accordance with the following schedule:
 - 2.7.2.1 Vendor, or his authorized representative, must arrive on-site within 5 calendar days after notification from requesting agency. If this is not possible due to distance of the Vendor's place of business (i.e., out of state), the County shall take digital photographs, which demonstrates the product to be damaged or unacceptable, and forward such photographs to the Vendor. If the Vendor agrees to the photographs as the product to be damaged or unacceptable, all effort necessary shall be executed by the Vendor to acquire replacement product. If the Vendor disagrees, the County will put the entire project on hold, and the Vendor **MUST** send a representative to resolve the issue.
 - 2.7.2.2 If defect can be repaired without ordering replacement product, Vendor shall make the necessary repair within fourteen (14) calendar days of initial notification by requesting agency.
 - 2.7.2.3 If the Vendor must order replacement product to satisfy the defect, the Vendor shall make the necessary exchange within twenty-one (21) calendar days of initial notification by the requesting agency. All exchange costs shall be borne by the Vendor.
 - 2.7.2.4 The County reserves the right to accept or reject any substitute material or product which, in its sole opinion, does not meet the standard of quality established by reference in the product specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the stated requirements of the proposal specifications shall be the responsibility of the submitting Vendor. Any substitute product determined by the County as an *acceptable alternate* will receive consideration.
- 2.8 If municipal permits are required for any system installation, this will be the responsibility of the County. The County shall provide the Vendor electrical-ready wall and/or ceiling supply. This will allow final service hookups to be accomplished by the Vendors' install staff.
- 2.9 The Vendor shall be responsible for the cutting of ceiling tiles and the replacement if necessary, as required for power pole locations.
- 2.10 After installation work is performed, the Vendor shall ensure all trash and debris generated by the installation is to be cleaned up and removed from the site. Failure to follow this procedure may result in the County outsourcing the clean up and deducting costs from any monies due the Vendor. All surplus materials encountered after final assembly, shall be delivered to the FMD coordinator assigned to the project.

2.11 CANCELLATION OF ORDERS:

Approved cancellations shall be subject to the following charges:

Orders for clone-type panel systems furniture may be cancelled at any time by written notice to the Vendor and received at least five (5) calendar weeks prior to acknowledged shipping date. Otherwise, cancellations for panel systems furniture are subject to a twenty percent (20%) charge based on the net value of items cancelled.

2.12 POSTPONEMENT OF ORDERS:

Requests by the County agency for postponement of shipment beyond the scheduled shipping date shown on Vendor's order shall be subject to the following:

2.12.1 Request for postponement shall be made in writing to the Vendor's assigned support staff.

2.12.1.1 Vendor must receive requests for postponement of shipments for more than one (1) week at least five (5) calendar weeks prior to the week of acknowledged shipping date. Vendor shall issue a new order acknowledgment showing a new shipping date consistent with Vendor's then current manufacturing schedule. Shipments which are postponed more than six (6) months from the originally acknowledged shipping date will be billed at list pricing in effect sixteen (16) weeks prior to actual shipping, less the applicable discount.

2.12.1.2 If a request for postponement is received less than five (5) calendar weeks prior to the week of acknowledged shipping date and the postponement is for more than one (1) week and less than thirty (30) days, the Vendor shall maintain risk of loss and store panel systems furniture for thirty (30) days, at a charge of three percent (3%) of order acknowledgment. Beyond thirty (30) days, risk of loss shall transfer to the County agency and Vendor shall charge one and one-half percent (1½%) of order acknowledgement for each thirty (30) day period.

All expenses incurred by the Vendor in connection with the storage of panel systems furniture, including demurrage, preparation for storage, and handling charges shall be paid by the County agency upon submission and approval of Vendor's invoice. In lieu of storage by the Vendor, the County agency may directly arrange and pay for alternative storage.

2.13 RETURNS:

The Vendor shall accept for return, only unused (i.e., not put into service) panel systems furniture. A restocking charge of fifteen percent (15%) for returned product of the net invoice price of the items returned shall be assessed on all authorized returns.

Returns shall only be allowed on clone-type panel systems furniture within thirty (30) days of the invoice date. Panel systems furniture shall be shipped prepaid at the County agencies expense to a destination selected by the Vendor. Repackaging shall be at the expense of the County agency.

2.14 **SMALL PURCHASES :**

Small purchases (under \$5,000.00) shall not require obtaining quotes from all vendors as projects. The reason for this is project quotes require a higher degree of administrative costs for both the County and the Vendor. Small purchases may entail purchasing files, additional panels, chairs, adding to an existing unit, or purchasing a small cubical. The County will review the needs of the requesting County agency and ascertain which vendor can provide the needed product under the small purchase clause.

2.15 **INVOICING:**

After delivery of the product, the Vendor shall submit an invoice to the County:

All invoicing **MUST** include:

- (1) Purchase order number or P-card notation;
- (2) Terms as bid;
- (3) Contract serial number;
- (4) Description of product sold, with extended price;
- (5) Tax on commodity only;
- (6) Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Vendor.

2.16 **ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.17 **TAX:**

NO TAX SHALL BE LEVIED AGAINST LABOR. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.18 **STOCK:**

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.19 **ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have ___three (3) business days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.20 **TECHNICAL AND DESCRIPTIVE SALES LITERATURE:**

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.21 **ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

2.22 **CONTRACTOR REVIEW OF DOCUMENTS :**

Contractor shall review its bid submission to assure the following requirements are met.

- 2.22.1 One (1) original of all submissions is MANDATORY
- 2.22.2 Attachment A/Pricing page, MANDATORY
- 2.22.3 Literature, Technical and Descriptive, MANDATORY
- 2.22.4 Vendor Information, MANDATORY
- 2.22.5 Agreement page, MANDATORY
- 2.22.6 Proof of Qualifying Factors listed in intent, MANDATORY.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.4 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.5 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.6 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.6.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.6.2 Documentation that names the replacement product or model.
- 3.6.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.6.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.6.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.7 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 3.8.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.8.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.8.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.8.3 Certificates of Insurance:

3.8.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.8.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.8.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Steve Varscsak, Facilities Management, Contract Administrator, 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract.

If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES :

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS :

All amendments to this Contract must be in writing and signed by both parties.

4.11 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 **ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 **AUDIT DISALLOWANCES :**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

CORPORATE INTERIOR SYSTEMS, 3311 E BROADWAY ROAD STE #A, PHOENIX, AZ 85040

PRICING SHEET: C712003 / B0604656

NIGP: 42554, 42555, 42594

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

PRICING WILL BE REQUESTED BY WAY OF REQUEST FOR QUOTATION (RFQ) AT THE TIME REQUIREMENT IS DETERMINED. ALL SUPPLIERS LISTED ON THE CURRENT QUALIFIED SUPPLIERS LISTING SHALL BE PROVIDED AN RFQ FOR THE COMMODITY THEY ARE QUALIFIED TO SELL. EACH RFQ SHALL CLEARLY STATE THE SPECIFICATIONS FOR THE EQUIPMENT AND A DUE DATE FOR SUBMISSION. RESPONSES RECEIVED AFTER THE SPECIFIED DUE DATE SHALL BE RETURNED TO THE VENDOR.

Terms:	NET 30
Federal Tax ID Number:	86-0567645
Vendor Number:	860567645
Telephone Number:	602-304-0100
Fax Number:	602-304-1020
Contact Person:	STEPHANIE BOURLAND
E-mail Address:	sales@cisinphx.com
Company Web Site:	www.cisinphx.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending SEPTEMBER 30, 2006.

DMI (DESIGN MERCHANTS INC) 2013 W PERIWINKLE WAY, CHANDLER, AZ 85248

PRICING SHEET: C712003 / B0604656

NIGP: 42554, 42555, 42594

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

PRICING WILL BE REQUESTED BY WAY OF REQUEST FOR QUOTATION (RFQ) AT THE TIME REQUIREMENT IS DETERMINED. ALL SUPPLIERS LISTED ON THE CURRENT QUALIFIED SUPPLIERS LISTING SHALL BE PROVIDED AN RFQ FOR THE COMMODITY THEY ARE QUALIFIED TO SELL. EACH RFQ SHALL CLEARLY STATE THE SPECIFICATIONS FOR THE EQUIPMENT AND A DUE DATE FOR SUBMISSION. RESPONSES RECEIVED AFTER THE SPECIFIED DUE DATE SHALL BE RETURNED TO THE VENDOR.

Terms:	NET 10
Federal Tax ID Number:	86-1029527
Vendor Number:	861029527
Telephone Number:	480-219-4533
Fax Number:	480-917-3060
Contact Person:	DAVID JACKSON
E-mail Address:	dmi_dkj@hotmail.com
Company Web Site:	www.dmi-furniture.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending SEPTEMBER 30, 2006.

INTERIORS INC, 5355 N 51ST AVENUE STE #1, GLENDALE, AZ 85301

PRICING SHEET: C712003 / B0604656
NIGP: 42554, 42555, 42594

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

PRICING WILL BE REQUESTED BY WAY OF REQUEST FOR QUOTATION (RFQ) AT THE TIME REQUIREMENT IS DETERMINED. ALL SUPPLIERS LISTED ON THE CURRENT QUALIFIED SUPPLIERS LISTING SHALL BE PROVIDED AN RFQ FOR THE COMMODITY THEY ARE QUALIFIED TO SELL. EACH RFQ SHALL CLEARLY STATE THE SPECIFICATIONS FOR THE EQUIPMENT AND A DUE DATE FOR SUBMISSION. RESPONSES RECEIVED AFTER THE SPECIFIED DUE DATE SHALL BE RETURNED TO THE VENDOR.

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 86-0835949

Vendor Number: 860835949

Telephone Number: 623-915-0700

Fax Number: 623-915-0609

Contact Person: PATRICK CURTIN

E-mail Address: iinc34@qwest.net

Insurance Certificate Yes

Contract Period: To cover the period ending SEPTEMBER 30, 2006.

MONTAGE, 431 W COMPTON BLVD, GARDENA, CA 90248

PRICING SHEET: C712003 / B0604656

NIGP: 42554, 42555, 42594

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

PRICING WILL BE REQUESTED BY WAY OF REQUEST FOR QUOTATION (RFQ) AT THE TIME REQUIREMENT IS DETERMINED. ALL SUPPLIERS LISTED ON THE CURRENT QUALIFIED SUPPLIERS LISTING SHALL BE PROVIDED AN RFQ FOR THE COMMODITY THEY ARE QUALIFIED TO SELL. EACH RFQ SHALL CLEARLY STATE THE SPECIFICATIONS FOR THE EQUIPMENT AND A DUE DATE FOR SUBMISSION. RESPONSES RECEIVED AFTER THE SPECIFIED DUE DATE SHALL BE RETURNED TO THE VENDOR.

Terms:	NET 30
Federal Tax ID Number:	95-4508900
Vendor Number:	954508900
Telephone Number:	310-527-9660
Fax Number:	310-527-7012
Contact Person:	MEHDI HAGHIGHI
E-mail Address:	mehdi@montage-mfg.com
Company Web Site:	www.montage-mfg.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending SEPTEMBER 30, 2006.

TRANSACT COMMERCIAL FURNISHING, 45 W JEFFERSON, 3RD FL TOWER, PHOENIX, AZ 85003

PRICING SHEET: C712003 / B0604656

NIGP: 42554, 42555, 42594

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING:

PRICING WILL BE REQUESTED BY WAY OF REQUEST FOR QUOTATION (RFQ) AT THE TIME REQUIREMENT IS DETERMINED. ALL SUPPLIERS LISTED ON THE CURRENT QUALIFIED SUPPLIERS LISTING SHALL BE PROVIDED AN RFQ FOR THE COMMODITY THEY ARE QUALIFIED TO SELL. EACH RFQ SHALL CLEARLY STATE THE SPECIFICATIONS FOR THE EQUIPMENT AND A DUE DATE FOR SUBMISSION. RESPONSES RECEIVED AFTER THE SPECIFIED DUE DATE SHALL BE RETURNED TO THE VENDOR.

Terms:	NET 30
Federal Tax ID Number:	86-0731151
Vendor Number:	860731151
Telephone Number:	602-251-3838
Fax Number:	602-251-3833
Contact Person:	DIANE LLOYD
E-mail Address:	diane@transactfurn.com
Company Web Site:	www.transactfurn.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending SEPTEMBER 30, 2006.

FACILUTIONS INC, 1605 W PARKSIDE LANE STE #2, PHOENIX, AZ 85027
(Vendor Added 11/06/2003)

PRICING SHEET: C712003 / B0604656
NIGP: 42554, 42555, 42594

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

PRICING WILL BE REQUESTED BY WAY OF REQUEST FOR QUOTATION (RFQ) AT THE TIME REQUIREMENT IS DETERMINED. ALL SUPPLIERS LISTED ON THE CURRENT QUALIFIED SUPPLIERS LISTING SHALL BE PROVIDED AN RFQ FOR THE COMMODITY THEY ARE QUALIFIED TO SELL. EACH RFQ SHALL CLEARLY STATE THE SPECIFICATIONS FOR THE EQUIPMENT AND A DUE DATE FOR SUBMISSION. RESPONSES RECEIVED AFTER THE SPECIFIED DUE DATE SHALL BE RETURNED TO THE VENDOR.

Terms:	1% 10 DAYS, NET 30
Federal Tax ID Number:	86-0726758
Vendor Number:	860726758
Telephone Number:	623-581-5253
Fax Number:	623-581-5254
Contact Person:	DIANE BUDDAY
E-mail Address:	kbudday@facilutions.com
Company Web Site:	www.facilutions.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending SEPTEMBER 30, 2006.